



# County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA  
Chief Executive Officer

January 8, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

Dear Supervisors:

**APPROVE AGREEMENT WITH SKID ROW HOUSING TRUST  
FOR PROJECT 50 HOUSING AND CASE MANAGEMENT SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the Chief Executive Officer, or his designee, to execute an agreement with Skid Row Housing Trust, in a form substantially similar to "Agreement By and Between County of Los Angeles and Skid Row Housing Trust for Skid Row Demonstration Project for Chronic Homelessness – Project 50 - Housing" effective upon execution through December 31, 2009, in the maximum contract amount of \$503,752.00 for Project 50 housing and case management services.
2. Delegate authority to the Chief Executive Officer, or his designee, to negotiate and execute contract amendments to increase the maximum contract amount, based upon the availability of funding and the need for additional services, provided that:  
a) the amount of change does not exceed 25 percent of the original contract amount; b) approval of County Counsel is obtained prior to such amendment; and c) the Chief Executive Officer or his designee confirms in writing to the Board of Supervisors within 30 days after execution that such amendments have been executed.
3. Approve the Appropriation Adjustment in the amount of \$3,215,000 to transfer from the Department of Public Social Services unspent Fiscal Year 2006-07 General Relief Rental Subsidy funds back into the Homeless and Housing Program Fund.

**PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTION**

On November 20, 2007, your Board authorized the Chief Executive Officer to enter into an agreement with Common Ground of New York (Common Ground) to provide training and technical assistance to the County in counting and preparing a register of the homeless single adults sleeping in the historic district of downtown Los Angeles known as Skid Row.

The purpose of the count and registry activities was to identify the 50 most vulnerable individuals living on the streets in Skid Row. After identification of these 50 most vulnerable chronically homeless persons, known as "anchors" on the streets, Common Ground will train County and other local agency staff to conduct outreach and engagement directed towards moving the 50 people to permanent supportive housing. The project is known as Project 50.

The housing for the 50 anchors will be provided by Skid Row Housing Trust (SRHT), a nonprofit organization that provides permanent supportive housing for homeless single adults. On November 20, 2007, your Board instructed the Chief Executive Officer to return for approval of contract sum and term prior to execution of an agreement with SRHT. A draft Agreement between the County of Los Angeles and Skid Row Housing Trust that details the scope of work, contract amount, and term is included as Attachment A.

Skid Row Housing Trust will provide two full-time case managers to oversee the 50 anchors and a part-time project manager to handle administrative tasks. One of the case managers will serve initially as a housing specialist and will provide housing assistance through outreach efforts and case management including housing assessment, assistance with housing applications and required documentation, coordination of housing appointments and interviews, housing placement services, and move-in assistance. As Project slots are filled, this position will transition to a traditional case manager position, whose duties are specified below.

The second case manager will provide individual assessment and intensive case management to Project 50 anchors in coordination with an integrated support services team comprised of County staff and a contract agency, and housing retention assistance. Case Managers will also be responsible for documentation of participant goals, progress, and plans in individualized treatment plans, and data entry as required for program evaluation.

The part-time project manager will coordinate and provide direction to the overall collaborative effort, supervise SRHT project staff, meet monthly with public and private collaborative partners, oversee the project, collect data on outcomes, and complete and submit required reports.

Under this agreement, SRHT will provide office space which will include offices for County, SRHT, and contract medical staff, space for a medical exam room, and access to a large group room for support groups and staff meetings. All necessary supplies and equipment for SRHT personnel are included in the agreement, as well. Also, SRHT may supply transitional housing to the 50 before their Shelter Plus Care vouchers are approved.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended action is consistent with the County Strategic Plan Goals of Service Excellence (Goal 1), Fiscal Responsibility (Goal 4), and Client Centered Health and Mental Health Services (Goal 7).

### **FISCAL IMPACT/FINANCING**

The agreement with Skid Row Housing Trust will not require additional funding. The \$503,752 project costs will be funded by unspent funds in the Fiscal Year 2006-07 General Relief Rental Subsidy portion of the Homeless Prevention Initiative (HPI)/Homeless and Housing Program Fund (HHPF). The Appropriation Adjustment (Attachment B) reflects the transfer of \$3,215,000 from the Department of Public Social Services to the HHPF. We will provide your Board at a later date with a specific spending plan for the other costs related to Project 50, some of which will be funded through the remaining \$2,711,000 transferred back to the HHPF from DPSS. A companion Board letter, also on the January 8, 2008 agenda, outlines other intended uses for these funds related to Project 50.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The total maximum contract sum of the agreement shall be \$503,752.00. The agreement shall be effective upon execution by the Chief Executive Officer, or his designee, and shall continue through December 31, 2009. The proposed agreement includes all required County contract language. Through negotiations, the indemnification language was modified to except SRHT from indemnifying and defending County for liability due to County's sole negligence.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

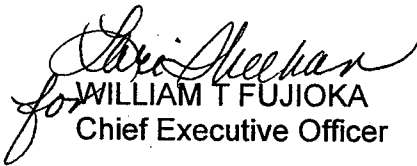
The approval of this recommendation will result in providing housing for the 50 most vulnerable individuals living on Skid Row. During Common Ground's registry process, these individuals have reported using many more County provided services than their counterparts living on the same streets. After successfully moving into permanent housing and connecting with consistent and appropriate levels of services, County provided services for these 50 should be less costly. Success with these 50 people will set the stage for program expansion and even greater reductions in utilization of costly services.

The Honorable Board of Supervisors  
January 8, 2008  
Page 4

**CONCLUSION**

Approval of the recommended action is consistent with your Board's continued leadership to improve the lives of homeless and at-risk homeless persons. Please return one adopted copy of this letter to the Chief Executive Office, Service Integration Branch.

Respectfully submitted,

  
WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:LS  
KH:CSS

**Attachments (2)**

c: Auditor-Controller  
County Counsel  
Director and Chief Medical Officer of Health Services  
Director and Health Officer of Public Health  
Director of Mental Health  
Director of Public Social Services

# **ATTACHMENT A**



# AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SKID ROW HOUSING TRUST

FOR

SKID ROW DEMONSTRATION PROJECT FOR CHRONIC  
HOMELESSNESS – PROJECT 50 - HOUSING

**AGREEMENT NUMBER: AO-08-026**

<b>Insurance - General Requirements .....</b>	<b>15</b>
4. Evidence of Insurance .....	16
5. Insurer Financial Ratings .....	16
6. Failure to Maintain Coverage .....	16
7. Notification of Incidents, Claims or Suits .....	17
8. Compensation for County Costs .....	17
9. Insurance Coverage Requirements for Subcontractors .....	17
<b>Jury Service Program Compliance .....</b>	<b>18</b>
<b>Licenses, Permits, Registrations and Certificates .....</b>	<b>19</b>
<b>Liquidated Damages .....</b>	<b>19</b>
<b>Meetings.....</b>	<b>21</b>
<b>Non-Discrimination and Affirmative Action .....</b>	<b>21</b>
<b>No Payment for Services Provided Following Expiration/Termination of Agreement.....</b>	<b>22</b>
<b>Notice of Delays .....</b>	<b>22</b>
<b>Notice to Employees Regarding the Federal Earned Income Credit.....</b>	<b>23</b>
<b>Notice to Employees Regarding the Safely Surrendered Baby Law.....</b>	<b>23</b>
<b>Notices .....</b>	<b>23</b>
<b>Prohibition from Involvement in the Bidding Process of Future RFPs .....</b>	<b>24</b>
<b>Proprietary Rights .....</b>	<b>24</b>
<b>Records Retention and Inspection .....</b>	<b>24</b>
<b>Recycled Bond Paper.....</b>	<b>25</b>
<b>Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program .....</b>	<b>25</b>
<b>Termination for Convenience of the County .....</b>	<b>26</b>
<b>Termination for Default of Contractor .....</b>	<b>27</b>
<b>Termination for Improper Consideration.....</b>	<b>28</b>
<b>Termination for Non-Appropriation of Funds .....</b>	<b>28</b>
<b>Validity.....</b>	<b>29</b>
<b>Waiver.....</b>	<b>29</b>
<b>Facsimile Representations .....</b>	<b>29</b>
<b>Health Insurance Portability &amp; Accountability Act of 1996 (HIPAA).....</b>	<b>29</b>
<b>SIGNATURES.....</b>	<b>30</b>
 <b>ATTACHMENTS</b>	
A. Statement of Work and Project Costs .....	31
B. Contractor Employee Acknowledgement and Confidentiality Agreement .....	38
C. Contractor Grounds for Rejection.....	40
D. Safely Surrendered Baby Law Fact Sheet.....	41
D. Jury Service Ordinance .....	45
E. Contractor's EEO Certification .....	48

**AGREEMENT FOR  
SKID ROW DEMONSTRATION PROJECT FOR CHRONIC HOMELESSNESS  
PROJECT 50 – HOUSING**

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2008, by and between the County of Los Angeles (hereafter "COUNTY") and **Skid Row Housing Trust** (hereinafter referred to as "CONTRACTOR"), 1317 East Seventh Street, Los Angeles, CA 90021 to provide COUNTY with services related to the implementation of Project 50, a Skid Row Demonstration Project for Chronic Homelessness.

WHEREAS, CONTRACTOR desires to provide, and COUNTY desires to acquire from CONTRACTOR, services for assisting with placement into housing the fifty (50) most vulnerable chronic homeless living in Skid Row; and

WHEREAS, CONTRACTOR is a firm of recognized professionals with extensive experience and training in their specialized field. In rendering these services CONTRACTOR shall at a minimum, exercise the ordinary care and skill expected from the average practitioner in CONTRACTOR's profession acting under similar circumstances; and

WHEREAS, pursuant to Government Code sections 23005, 26227, and 31000, the County is permitted to contract for such services.

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

**I. APPLICABLE DOCUMENTS**

- A. Attachments A, B, C D, E, F, G, and H as set forth below are attached to and form a part of this Agreement.

Attachment A ***Statement of Work and Project Costs***

Attachment B ***Contractor Employee Acknowledgement and Confidentiality Agreement***

Attachment C ***Contractor Grounds for Rejection***

Attachment D ***Safely Surrendered Baby Law Fact Sheet***

Attachment E ***Jury Service Ordinance***

Attachment F ***Charitable Contributions Certification***

Attachment G ***Contractor's EEO Certification***



Constance S. Sullivan  
County of Los Angeles  
Chief Executive Office  
222 South Hill Street, 5<sup>th</sup> Floor  
Los Angeles, CA 90012

- D. **Fiscal Year:** COUNTY's Fiscal Year which commences on July 1 and ends the following June 30.

#### IV. **MAXIMUM AMOUNT AND CONTRACTOR PAYMENT**

The Maximum Amount of this Agreement shall be five hundred three thousand, seven hundred fifty-two dollars (\$503,752.00) for the term of this Agreement as set forth in Section II.A, above.

- A. Payment to CONTRACTOR shall be made in arrears at the rates specified in Attachment A, **Statement of Work and Project Costs**, provided that CONTRACTOR is not in default under any provision of this Agreement and has submitted a complete and accurate statement of payment due with documentation attached supporting the statement of payment due. CONTRACTOR's fees shall include all applicable taxes, and any additional taxes that are not included remain the responsibility of CONTRACTOR.
- B. CONTRACTOR shall seek cost reimbursement and shall invoice COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Attachment A, **Statement of Work and Project Costs** and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Agreement. CONTRACTOR's invoices shall be priced in accordance with and payments shall be as provided in Attachment A, **Statement of Work and Project Costs**, and CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing no payment shall be due to CONTRACTOR for that work.
- C. CONTRACTOR's invoices shall contain the information set forth in Attachment A, **Statement of Work and Project Costs** describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- D. CONTRACTOR shall submit the monthly invoices to COUNTY by the fifteenth (15<sup>th</sup>) calendar day of the month following the month of service.

Contract Manager or designee, at its discretion, may accept or reject CONTRACTOR's written notification and request.

**B. APPROVAL OF WORK**

All tasks, "work products" (deliverables), services or other work performed by CONTRACTOR are subject to the written approval of the County Contract Manager or designee. Approval or rejection of deliverable(s) will not be unreasonably withheld by COUNTY.

**C. ASSIGNMENT BY CONTRACTOR**

1. CONTRACTOR shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Agreement shall be deductible, at COUNTY's sole discretion, against the claims which CONTRACTOR may have against COUNTY.
2. Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Agreement.
3. Any assumption, assignment, delegation, or takeover of any of the duties, CONTRACTOR'S responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR".

subcontractors of any such laws, rules, regulations, ordinances, or directives.

#### H. CONFIDENTIALITY

CONTRACTOR shall maintain the confidentiality of all its records, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. As a condition of employment, all employees of CONTRACTOR must sign and adhere to Attachment B, ***Contractor Employee Acknowledgement and Confidentiality Agreement***. The Contractor Employee Acknowledgment and Confidentiality Agreement shall be filed in CONTRACTOR's personnel records for the employee, and CONTRACTOR shall provide a copy to COUNTY upon request.

#### I. CONFLICT OF INTEREST

1. CONTRACTOR represents and warrants that no County employee whose position in COUNTY enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by CONTRACTOR herein or does or shall have any direct or indirect financial interest in this Agreement. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.
2. CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.
3. CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of *Los Angeles County*

CONTRACTOR shall ensure that its staff possesses the required professional licenses and certificates, if any, required by the State of California.

**N. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

1. CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.
2. As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**O. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is COUNTY's policy to conduct business only with responsible contractors.
2. CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts CONTRACTOR may have with COUNTY.

change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of COUNTY.

8. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9. These terms shall also apply to subcontractors of County Contractors.

**P. COUNTY LOBBYISTS**

CONTRACTOR, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist or County lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

**Q. COUNTY'S QUALITY ASSURANCE PLAN**

COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Agreement terms

3. CONTRACTOR shall not possess any interest, title, or right to any COUNTY case data or records. CONTRACTOR is prohibited from disclosing any identified or unidentified raw COUNTY data to any other party, or from combining any identified or unidentified raw COUNTY data with that of any other CONTRACTOR client or other party into any database or report format for any purpose whatsoever without the express, written authorization of COUNTY.
4. All data collected by CONTRACTOR shall be owned by COUNTY and shall be made available to COUNTY upon request, in an electronic format required by COUNTY. However, this right does not preclude CONTRACTOR's right to use such data for purposes of research, analysis, and publication. Prior to the disclosure of any such data or publication, CONTRACTOR shall obtain the express written consent of COUNTY. Any disclosure of confidential information shall be subject to all federal, state, and local confidentiality laws, rules, regulations, ordinances, and directives relating to confidentiality. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY from any and all loss, damage, or liability resulting from CONTRACTOR's wrongful disclosure of confidential information.
5. The provisions of this Section shall survive the expiration or termination of this Agreement.

**U. EMPLOYMENT ELIGIBILITY VERIFICATION**

1. CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.
2. CONTRACTOR shall indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability which may be assessed against COUNTY or CONTRACTOR by reason of CONTRACTOR's failure to comply with the foregoing.

accomplishing the results, deliverables, objectives and/or purposes specified and/or requested by COUNTY pursuant to this Agreement.

**Y. INSURANCE COVERAGE REQUIREMENTS**

1. **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

2. **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3. **Workers' Compensation and Employer's Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which CONTRACTOR is responsible. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1 million
Disease - policy limit	\$1 million
Disease - each employee	\$1 million

**Z. INSURANCE - GENERAL REQUIREMENTS**

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Agreement, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

**4. Notification of Incidents, Claims or Suits:** CONTRACTOR shall report to COUNTY:

- a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- b) Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.
- c) Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the County Contract Manager.
- d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Agreement.

**5. Compensation for COUNTY Costs:** In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

**6. Insurance Coverage Requirements for Subcontractors:** CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- a) CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- b) CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to



into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

- c) If CONTRACTOR is not required to comply with the Jury Service Program when the Agreement commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Agreement and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY'S satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.
- d) CONTRACTOR'S violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

#### **BB. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES**

CONTRACTOR shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates, if any, required by law, which are applicable to the performance of this Agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

#### **CC. LIQUIDATED DAMAGES**

1. If, in the judgment of COUNTY, CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, COUNTY, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire

**DD. MEETINGS**

All meetings between COUNTY and CONTRACTOR will be held at mutually agreed upon locations in Los Angeles County.

**EE. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

1. CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
2. CONTRACTOR shall certify to, and comply with, the provisions of Attachment G, ***Contractor's EEO Certification***.
3. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
4. CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
6. CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business

**HH. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**II. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment D, ***Safely Surrendered Baby Law Fact Sheet***, of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**JJ. NOTICES**

1. Notices required or permitted to be given under the terms of this Agreement or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to COUNTY shall be addressed to:

**Lisa Rizzo**  
**County of Los Angeles**  
**Chief Executive Office**  
**222 S. Hill Street, 5<sup>th</sup> Floor**  
**Los Angeles, CA 90012**  
**Phone: (213) 974-4602**  
**Email: [lrizzo@ceo.lacounty.gov](mailto:lrizzo@ceo.lacounty.gov)**

CONTRACTOR to comply with the provisions of this Paragraph shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement. Such material, including books, records, documents, case files and all pertinent costs, accounting, financial records, and proprietary data must be kept and maintained for a period of five (5) years after the term of this Agreement, or until such time as all audits are completed, whichever is later. COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.

2. Upon expiration or cancellation of this Agreement, all documents, reports, records, case files, correspondence, and work product relating to CONTRACTOR's operations under this Agreement shall be returned to COUNTY or to such other location in COUNTY as the County Contract Manager may direct. It is understood that all of the materials described above are the property of COUNTY and not of CONTRACTOR.
3. In the event that an audit specifically regarding this Agreement is conducted by any Federal or State auditor, or any auditor or accountant employed by CONTRACTOR or otherwise, CONTRACTOR shall file a copy of each such audit report with the County Contract Manager within thirty (30) days after CONTRACTOR's receipt thereof.

**NN. RECYCLED BOND PAPER**

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Agreement.

**OO. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section N "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Agreement pursuant to Section QQ

6. COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid to CONTRACTOR by reason of the total or partial termination of work pursuant to this Paragraph. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
7. Upon termination of this Agreement, CONTRACTOR shall deliver to COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Agreement.
8. Upon termination of this Agreement, CONTRACTOR shall comply with the provisions of Section MM, RECORDS RETENTION AND INSPECTION, herein above.

**QQ. TERMINATION FOR DEFAULT OF CONTRACTOR**

1. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:
  - a) If CONTRACTOR fails to perform the service within the time specified or, with prior COUNTY approval, any extension thereof;
  - b) If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not remedy such failure within a period of seven (7) calendar days (or such longer period as COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure.
2. In the event COUNTY terminates this Agreement in whole or in part as provided in this Section QQ, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those terminated. CONTRACTOR shall be liable to COUNTY for any incremental and excess costs for such similar services; or

this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

**TT. VALIDITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

**UU. WAIVER**

No waiver of a breach of any provision of this Agreement by COUNTY shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof.

**VV. FACSIMILE REPRESENTATIONS**

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement or any Amendments to this Agreement prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to this Agreement or any Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

**WW. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996. Under this Agreement, CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Attachment H in order to provide those services. COUNTY and CONTRACTOR therefore agree to the terms of Attachment H, *Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA)*.

## Statement of Work and Project Costs

### Project 50 Overview

Skid Row Housing Trust (Trust) shall provide fifty (50) permanent housing units, one (1) Project Manager, and two (2) case managers and shall collaborate with staff from County of Los Angeles' (County) Department of Mental Health, Department of Public Social Services, Department of Public Health and Department of Health Services, as well as Common Ground and other collaborators in achieving the goals of the County's Project 50 (Project). As background, the following provides a description of the entire Project, including the elements to be provided by Skid Row Housing Trust as well as all of the other collaborators.

Goal: To place and sustain fifty (50) chronically homeless "anchors" in the Skid Row community in permanent supportive housing.

Objective: Project 50 will utilize Common Ground's Street to Home outreach model and build upon the local success of the Skid Row Collaborative to move fifty (50) adult single individuals identified as chronically homeless "anchors" in the Skid Row community in Los Angeles County into a Housing First program providing permanent supportive housing prior to provision of supportive services. The goal of the Project is to both place and sustain these men and women in permanent supportive housing. The Project will include the following components:

- Street registry and data collection using Common Ground's Street to Home outreach model to identify those "anchors" who have lived on the streets of Skid Row the longest and are most at-risk of dying on the streets as identified through Common Ground's Vulnerability Index; and
- Outreach to engage the anchors and begin the process of connecting the anchors to permanent housing; and
- Housing placement in one of seven (7) permanent housing sites operated by Skid Row Housing Trust; and
- Housing retention services including assisting with County-provided integrated mental health treatment, substance abuse treatment, co-occurring disorders treatment, primary healthcare, benefits advocacy, and case management to ensure that the anchors are able to sustain permanent housing and begin the process of recovery; and

Housing Retention: The housing retention component of the Project will include:

1. The provision of integrated, wrap-around services in permanent housing under the direction of a part-time Program Director (provided by Skid Row Housing Trust).
2. Nursing services for day-to-day medication management, health education, co-occurring disorders treatment, and primary healthcare treatment coordination.
3. Two (2) full-time case managers (provided by Skid Row Housing Trust) will work with Project participants, providing intensive case management services, and running a variety of psycho-educational groups including a Project 50 alumni group.
4. Benefits advocacy to move qualifying participants from the General Relief rolls into the SSI program.
5. Additional primary healthcare and substance abuse treatment services.
6. Other housing retention services, including assistance with locating and securing subsequent housing located outside the historic downtown core for those who choose to relocate.

The key element of these services is that they will have an on-site component in housing such as a medical provider seeing patients one (1) afternoon a week on-site and outpatient substance abuse groups provided on-site.

Program Administration: Because Project 50 will involve a partnership between multiple non-profit and County agencies, Skid Row Housing Trust shall provide a part-time Project Manager to develop Memoranda of Understanding (MOU) if necessary and appropriate, supervise Skid Row Housing Trust staff, manage the budget, coordinate collaboration, collect outcomes data, report regularly to the County, and perform any other necessary administrative tasks.

#### Skid Row Housing Trust Project 50 Responsibilities

Project 50 will move fifty (50) of the most long term chronically homeless persons, as determined by the County, from the most concentrated area of homelessness in Downtown Los Angeles into permanent supportive housing. Skid Row Housing Trust shall participate in Project 50 by providing fifty (50) housing units utilizing sponsor based Shelter Plus Care assistance, by facilitating application preparation and submission for Shelter Plus Care assistance, by providing housing placement services, and by providing ongoing case management services to retain the fifty (50) homeless persons in permanent supportive housing. The fifty (50) housing units shall be located at the



medical exam room, and access to a large group room for support groups and staff meetings. Skid Row Housing Trust shall be solely responsible for the utilities and maintenance of the office space. County shall reimburse Skid Row Housing Trust in an amount not to exceed \$3,700/month x 12 months for a total of \$44,400 per year.

*Building improvements for office space:* Skid Row Housing Trust shall be responsible for outfitting the office space at the Pershing Hotel building to include the specifications set forth above which includes twelve (12) individual offices, space for a medical exam room, and access to a large group room for support groups and staff meetings. Skid Row Housing Trust shall also be responsible for telecommunications installation including DSL and phone lines. County shall reimburse Skid Row Housing Trust for building improvements in a total amount not to exceed \$51,000.

*Program supplies:* Skid Row Housing Trust shall be responsible for providing expenses related to participant activities, such as books and materials for educational and recovery workshops and groups, incentives for Project participation, medical supplies for the nurse, recreational and community building activities, resident events, and therapeutic activities like art, photography and writing workshops. County shall reimburse Skid Row Housing Trust in an amount not to exceed \$375 per month for a total of \$4,500 per year.

*Office supplies:* Skid Row Housing Trust shall be responsible for providing all necessary office supplies for use by Trust provided Project staff. Reimbursement rates are based on current annual office supply expenses - \$30 per month. County shall reimburse Skid Row Housing Trust in an amount not to exceed \$66 per month for a total of \$792 per year. *(This amount does not include the cost of office supplies for County staff that will be located at the Trust provided office space.)*

*Office equipment:* Skid Row Housing Trust shall be responsible for providing all necessary office equipment for use by Trust provided Project Staff and County staff at the Trust provided office space, excluding computers for County staff. County shall reimburse Skid Row Housing Trust for expenses related to the purchase of computers for Case Managers, and telephones, fax machines, printers, and copy machines for all staff, including County staff, located at the Trust provided office space. County shall reimburse Skid Row Housing Trust in an amount not to exceed \$6,000 during Year One and \$500 during Year Two. *(This amount does not include the cost of computers for County staff who will be located at the Trust provided office space.)*

*Furniture:* Skid Row Housing Trust shall be responsible for providing all office furniture for the Trust provided office space. County shall reimburse Skid Row Housing Trust for expenses related to the purchase of office furniture including desks, chairs, and file cabinets for twelve (12) individual offices, space for a medical exam room, and a large group room. County shall reimburse Skid Row Housing Trust in an amount not to exceed \$12,500 during Year One and \$2,500 during Year Two.

## Project Costs

PERSONNEL		Year one	Year two	TOTAL
Project Manager	.2 FTE	\$ 13,000.00	\$ 13,390.00	\$ 26,390.00
Housing Specialist/Case Manager	1 FTE	\$ 40,000.00	\$ 41,200.00	\$ 81,200.00
Case Manager	1 FTE	\$ 40,000.00	\$ 41,200.00	\$ 81,200.00
Benefits		\$ 23,250.00	\$ 23,948.00	\$ 47,198.00
<b>SUBTOTAL</b>		<b>\$116,250.00</b>	<b>\$119,738.00</b>	<b>\$235,988.00</b>
<b>OPERATIONS</b>				
Rent for Office Space (including utilities and maintenance)	\$3700 * 12 mos.	\$ 44,400.00	\$ 44,400.00	\$ 88,800.00
Building improvements		\$ 51,000.00		\$ 51,000.00
Program supplies	\$375 * 12 mos.	\$ 4,500.00	\$ 4,500.00	\$ 9,000.00
Office supplies	\$66 * 12 mos.	\$ 792.00	\$ 792.00	\$ 1,584.00
Office equipment		\$ 6,000.00	\$ 500.00	\$ 6,500.00
Furniture		\$ 12,500.00	\$ 2,500.00	\$ 15,000.00
Telecommunications		\$ 14,400.00	\$ 14,400.00	\$ 28,800.00
Parking	\$1200 * 12 mos.	\$14,400.00	\$14,400.00	\$28,800.00
<b>SUBTOTAL</b>		<b>\$ 147,992.00</b>	<b>\$ 81,492.00</b>	<b>\$229,484.00</b>
<b>TOTAL</b>		<b>\$264,242.00</b>	<b>\$201,230.00</b>	<b>\$465,472.00</b>

**ATTACHMENT B**  
**Page 1 of 2**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

**ATTACHMENT C**

**CONTRACTOR  
GROUNDS FOR REJECTION**

*Los Angeles County Code* Chapter 2.180.010, *Certain Contracts Prohibited*, sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specifications; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of the Agreement do not fall within the scope of *Code Section 2.180.010* as outlined above.

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Typed Name and Title of Signer

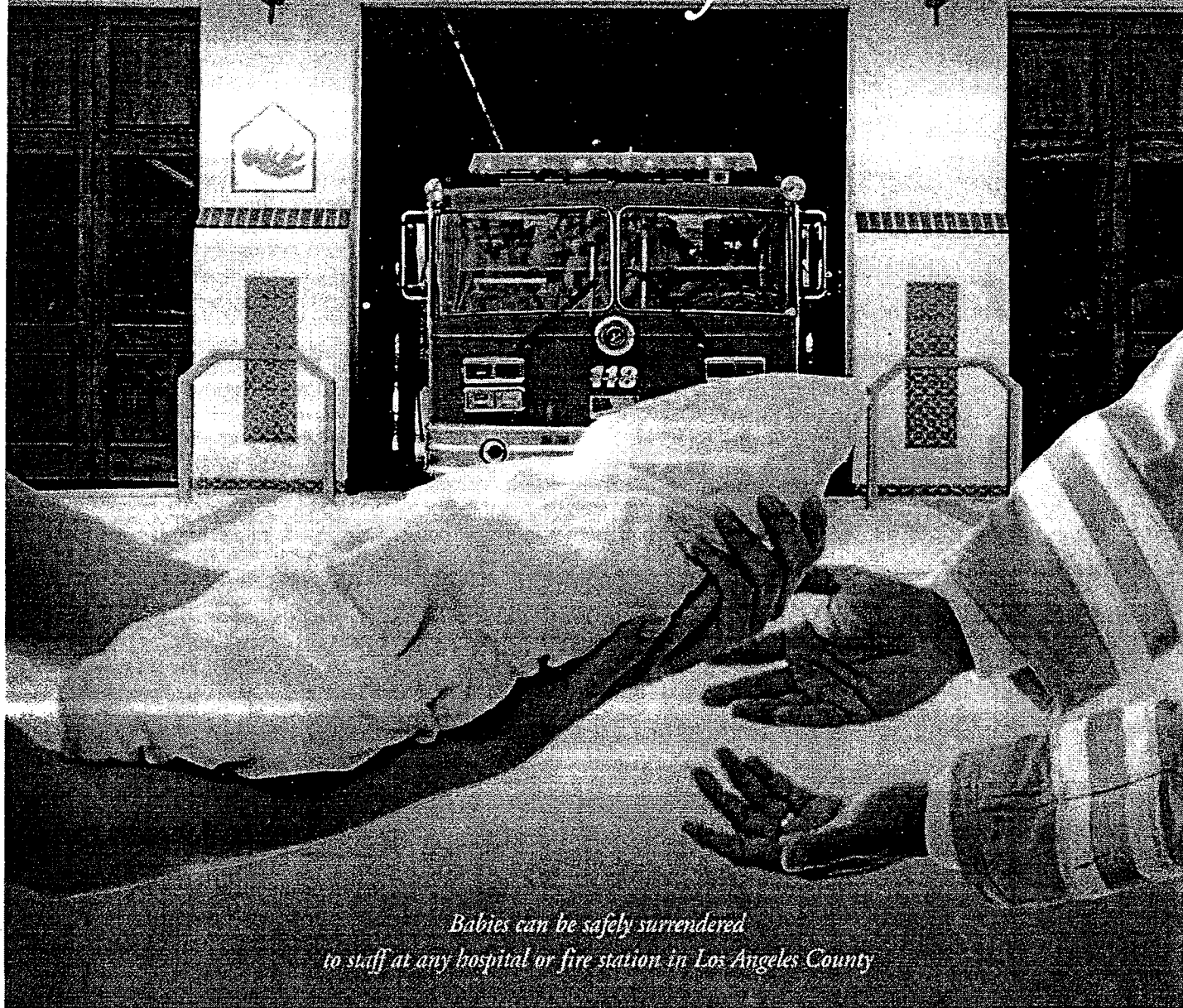
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Signature

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Date

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafe.org](http://www.babysafe.org)



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
**CONTRACTOR EMPLOYEE JURY SERVICE**

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
**CONTRACTOR EMPLOYEE JURY SERVICE**

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

**CONTRACTOR'S EEO CERTIFICATION**

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Contractor Name

---

Address

---

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☐ No ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☐ No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☐ No ☐
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☐ No ☐

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Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date



- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles  
Kenneth Hahn Hall of Administration  
500 West Temple St.  
Suite 410  
Los Angeles, CA 90012  
(213) 974-2164

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

the violation within the time specified by Covered Entity; or

- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or

Page 6 of 6

- (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

#### 4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

### 5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.

- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

# **ATTACHMENT B**

**COUNTY OF LOS ANGELES**  
**REQUEST FOR APPROPRIATION ADJUSTMENT**  
 DEPARTMENT OF PUBLIC SOCIAL SERVICES

DEPT'S No. 140

12-24 2007

**AUDITOR-CONTROLLER.**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFOR**

3-VOTE

**SOURCE**

Public Social Services  
 Other Charges

A01-SS-25900-5500

~~\$3,200,000~~

\$3,215,000 cy 12/24/07

**USES**

Chief Executive Office  
 Services & Supplies

A01-A0-26685-2000

~~\$3,200,000~~

\$3,215,000 cy 12/24/07

**JUSTIFICATION**

Reflects the transfer of available \$3.2 million Homeless and Housing Program Funds (HHPF) from the Department of Public Social Services to the Chief Executive Office to fund the Project 50 Housing and Case Management Services.

*Jose R. Perez / ch*  
 Jose R. Perez, Chief

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF  
 ADMINISTRATIVE OFFICER FOR

ACTION

APPROVED AS REQUESTED

AS REVISED

RECOMMENDATION

DECEMBER 24 2007

CHIEF ADMINISTRATIVE OFFICER

AUDITOR-CONTROLLER BY

APPROVED (AS REVISED):  
BOARD OF SUPERVISORS

20

No. 86

Dec. 24 2007

BY

DEPUTY COUNTY CLERK

SEND 6 COPIES TO THE AUDITOR-CONTROLLER